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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL CONTRACT 713 (MC2021-114)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2021-116

USPS NOTICE OF AMENDMENT TO PRIORITY MAIL CONTRACT 713, FILED UNDER SEAL

(September 22, 2021)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 713, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 713 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail

Contract 713. Therefore, the supporting financial documentation and financial

certification initially filed in this docket remain applicable. The Postal Service hereby

incorporates by reference the Application for Non-Public Treatment originally filed in this

docket, for the protection of the customer-identifying information that has been filed

under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-8405 <u>Sean.C.Robinson@usps.gov</u> September 22, 2021

ATTACHMENT A TO REQUEST REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 713

AMENDMENT #1 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

REGARDING PRIORITY MAIL

WHEREAS, the United States Postal Service (the "Postal Service") and
, ("Customer") entered into a Shipping Services Contract,
Priority Mail Contract 713/Docket No. CP2021-116, regarding Priority Mail, on July10, 2021.

WHEREAS, the Parties desire to amend the terms in Sections I.C, I.D, I.E, I.H.1 and V of the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Section I.C, I.D, I.E, I.H.1 and V, as follows.]

I. Terms

- C. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number and/or PC Postage account to ship such packages, and will use the Electronic Verification System ("eVS"), other USPS approved manifest systems, or USPS approved PC Postage vendors for payment of such packages. The Parties have mutually agreed to specific shipping locations from where Contract Packages must originate, along with the associated Customer Registration ID, Mailer ID ("MID") and Payment Method information required for each shipping location provided that dropshipping, as may be approved by the Postal Service, may originate from other locations. Contract pricing for any newly approved permits and/or PC Postage accounts will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Contract Packages, and Customer's other Priority Mail Packages ("Total Packages"), shipped from authorized permits and/or PC Postage accounts shall count toward the volume commitment in Section I.F. below.
- D. Customer shall provide the Postal Service an updated list of its shipping locations and addresses at all times. Each fulfillment location shall be identified with a unique MID in shipping data. Should Customer fail to do so, the Postal Service

may move Customer to prevailing Priority Mail Commercial Plus prices five (5) business days after providing notice to Customer. Additionally, if Customer is found shipping Contract Packages at Contract Prices from locations it has not previously communicated to the Postal Service in writing as of the date of shipment, such packages may be reassessed by the Postal Service at prevailing Priority Mail Commercial Plus prices and Customer must pay the additional postage due within thirty (30) calendar days of notification. The Postal Service also reserves the right to move Customer to prevailing Priority Mail Commercial Plus prices as a result of repeated occurrences of Customer shipping inbound and outbound fulfillment Contract Packages from ZIP Codes not previously communicated to the Postal Service in writing.

E. The Postal Service will provide Customer with packaging for standard Priority Mail Flat Rate Envelopes and Boxes only.

H. [Unchanged.]

1. From the Effective Date of the Contract until the end of the first full Contract Quarter, Customer shall receive Tier 1 discounts for its Priority Mail Contract Packages, pursuant to Table 1. Subsequent discounts will be determined by the quantity of Total Packages shipped in the previous Contract Quarter throughout the term of this Contract.

V. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to:

The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF, the Parties hereto have car	used this Amendment to be duly
executed as of the later date below:	

UNITI	ED STAT
Signed	1 by:
Printed	Name: Jacqueline Strako
Title:_	Chief Commerce & Business Solutions Officer and Executive Vice President
Date:	9/21/2021